

RIGHT OF ENTRY AND LICENSE AGREEMENT

This **Right of Entry and License Agreement** is made the day of , 2011, by and between Phantom Galleries Superior in partnership with SPACES and the Superior Business Improvement District and

RECITALS:

- A. Owner, hereafter know as the Owner, is the owner of certain real property located Superior, Wisconsin hereafter known as Property within this agreement.
- B. desires a right of entry at license with respect to the Property for purpose of placing and displaying on Property an art Installation hereafter know as Installation within this agreement.
- C. Subject to the terms and conditions contained herein, the parties agree to enter in the Agreement to provide Phantom Galleries Superior, its director, employees, sub contractors, agents and guest with a temporary right of access and license to and upon Property.
- D. Phantom Galleries Superior shall act as primary subcontractor, placing, maintaining and removing of Installation for the duration of the Phantom Galleries Superior Project.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. RIGHT OF ENTRY AND LICENSE:

- a. Property Owner hereby grants Phantom Galleries Superior, its Director, employees, sub contractors, agents and guest during the term (as defined below) hereof:
 - a. The right of entry onto the property for the purpose of placing and removing the Installation, conducting maintenance and related services to the Installation.
 - b. A license to maintain the Installation on the Property. The right of entry and license granted by Owner herein shall be for the sole purpose of providing for a public display of the Installation. The Installation shall only be placed in a location on the Property that has been approved by the Owner.

II. TERM:

The Entry and License Rights shall be effective for the period of (the Term) two months commencing on , 2011 and ending on , 2011. The Owner shall have the right to terminate the Entry and License Rights prior to the expiration of the Term with a minimum of ten day (10) written notice to Phantom Galleries Superior.

III. Covenants:

While entering the property, Phantom Galleries Superior, The Superior Business Improvement District, and SPACES their employees, officers, subcontractors, volunteers and agents shall use their best efforts to minimize any adverse impacts to the Property and any occupants of the property. Phantom Galleries Superior shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments with respect to its activities on the Property.

IV. Indemnity

Phantom Galleries Superior shall indemnify, defend and hold harmless the Owner and their employees, agents, and officers from and against any loss, damage, and liability incurred by Owner resulting from injury to or death of any person or persons, or injury to any property, by reason of Phantom Galleries Superior's entry onto the Property and placement of the Installations and any other activities thereon associated with the Phantom Galleries Superior Installation.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Name: Phantom Galleries Superior Property: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____